

PROJECT NAME AND DESCRIPTION	FIRM SERVED AS	PROJECT SIZE Dollar Amount	CONTRACT VALUE Dollar Amount	DATE COMPLETE D	OWNER'S CONTACT (Name, Title, Telephone #)	PROJECT CONTACT (Name, Title, Telephone #)
1.	PRIME ___ SUB ___ If prime, was there a CM on the project? Yes ___ No ___					

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2.	PRIME ___ SUB ___ If prime, was there a CM on the project? Yes ___ No ___					

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	PRIME — SUB ___ Is prime. was there a CM on the project? Yes ___ No ___					

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4	PRIME ___ SUB ___ If prime, was there a CM on the project? Yes ___ No ___					

D. Safety

1. Is there an employee of the firm charged with safety responsibilities? If yes list name below.

Name of safety professional _____

Yes	No

	Yes	No
OSHA 500 Train the Trainer Program or the OSHA 502 Refresher Course within the past four years		
Safety Trained Supervisor in Construction (STS-Construction)		
AGC/A Safety Management Course		
OSHA 30 Hour Construction Course		

3. What is your **current** New Jersey Workers Compensation Insurance Experience Modification Rate (EMR)?

EMR _____

Please provide the name and telephone number of the individual who can confirm the **EMR** listed above:

Name: _____

Telephone Number: _____

E. Prevailing Wage Record

- I. The Bidder shall place a check in the box that represents the bidder's Prevailing Wage Record with the N.J. Department of Labor within the five (5) years preceding the date of bid submission.

☐ This firm has been adjudicated to have committed no violations of failure to pay prevailing wages in the last five (5) years.

☐ This firm has been adjudicated to have committed one violation of failure to pay prevailing wages in the last five (5) years.

☐ This firm has been adjudicated to have committed more than one violation of failure to pay prevailing wages in the last five years.

F. CERTIFICATION

The bidder hereby certifies to the best of its knowledge and belief and under penalty of perjury under the laws of the United States and the State of New Jersey:

1. That all information provided herein is accurate and truthful.

2. That an affirmative action program of equal employment opportunity, in support of P.L. 1945, c. 169, the New Jersey "law against discrimination," as supplemented and amended has been adopted by this organization to ensure that applicants are employed and employees are treated without regard to their race, creed, color, national origin, sex or age, and that the selection and utilization of contractors, subcontractors, consultants, materials suppliers and equipment lessors shall be done without regard to their race, creed, color, national origin, sex or age. Said affirmative action program addresses both the internal recruitment, employment and utilization of minorities and the external recruitment policy regarding minority contractors, subcontractors, consultants, materials suppliers and equipment lessors.
3. That the bid has been executed with full authority to do so; that the bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with these projects; and that all statements contained in this bid and in this certification are true and correct and made with full knowledge that the NJSCC relies upon the truth of the statements contained in this bid and in the statements contained in this Certification in awarding the contract for the projects.
4. That neither the bidder nor its principals:
 - A. are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from bidding or contracting by any agency of government including but not limited to federal, state, regional, county or local government agency, in this or any other state including any department, division, commission, authority, office, branch, section and political subdivision or other governmental or quasi-governmental entity;
 - B. have, within a three-year period preceding this bid, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public federal, state or local contract : violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. are currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
 - D. have, within a three-year period preceding this bid, had one or more public contracts (federal, state or local) terminated for cause or default.
5. The bidder has a current, valid registration issued pursuant to the "Public Works Contractor Registration Act, "P.L. 1999, c. 238 (c. 34:1 1-56.48 et. seq)".
6. The bidder has a current, valid Business Registration Certificate for State Agency and Casino Service Contractors issued by the NJ Department of Treasury to perform work in New Jersey.
7. The bidder has current, valid contractor or trade licenses and permits required under applicable New Jersey law for any trade or specialty area in which the firm seeks to perform work.
8. [During the term of construction of the project(s) that comprise this package, the contractor will have in place a suitable quality control and quality assurance program and an appropriate safety and health plan.
9. Any contractor who willfully makes, or causes to be made, a false, deceptive or fraudulent statement in the certifications required pursuant to P.L. 2000, c. 72, shall be guilty of a crime of the fourth degree and shall be permanently disqualified from bidding on all school facilities

projects: and. in the case of an individual or the officer or employee charged with the duty of making the submission for a contractor, shall be guilty of a disorderly persons offense.

10. Where the bidder is unable to certify to any of the statements in this certification, the bidder shall explain below.

IN WITNESS WHEREOF, the bidder has caused this instrument to be signed, attested to and sealed.

Bidder: _____

(Legal Firm Name)

By: _____

(Signature)

(Printed or Typed Name)

Title: _____

Address: _____

Telephone No. _____

Fax No. _____



Witness: _____

Printed or Typed Name: _____

Date: _____

END OF PROJECT RATING PROPOSAL

PRICE PROPOSAL

PRICE PROPOSAL SUBMISSION

for

BID

to

NEW JERSEY SCHOOLS CONSTRUCTION CORPORATION

for the following Package:

Contract Number: ES-0029-E01

Contract Name/Description: Cabling, Telephone System, Network Electronics & Servers

District: East Orange

County: Essex

THIS PACKAGE IS COMPRISED OF THE FOLLOWING SCHOOL PROJECTS:

SCHOOL

CONSTRUCTION COST ESTIMATE

\$ _____

\$ _____

Bid of _____
(Bidder's Name) (Bidder's Federal I.D. #)

a corporation organized and existing under the laws of the State of _____

or a partnership or joint venture consisting of _____

or an individual, trading as _____

The bid for this package consists of two separate proposals:

The first proposal is the "Project Rating Proposal", which consists of information regarding the "other factors" which will be evaluated by the Corporation in its consideration of the bid. The Corporation will determine a Bidder's Project Rating Limit based on this proposal.

Important Note: A Bidder may not submit a Price Proposal that exceeds its Project Rating Limit for a project.

The second proposal is the "Price Proposal", which contains the price the Bidder intends to bid for the work as well as other required information.

A. Price Proposal Submission:

The bidder shall complete and execute this Price Proposal and enclose it in an envelope that is sealed and clearly marked with the Bidder's Name, Contract Number, Contract Name, School District, County and the date of Price Proposal submission. The bidder must submit its sealed Price Proposal to the Director of Contract Procurement in accordance with Section 8 of the Instruction to Bidders.

B. Time is of the essence for completion of all projects in this package.

C. SBE Opportunities:

The bidder agrees it shall make a good faith effort to meet the requirements of the SBE Utilization Attachment contained in the Contract Documents in order to ensure that small business enterprises, as defined in that attachment and in applicable regulation, have the maximum opportunity to compete for and perform subcontracts.

The NJSCC encourages the contractor to provide opportunities to SBE firms to participate in the performance of this engagement. consistent with NJSCC's SBE set aside goals of 25% with 5% to businesses registered in the category of gross revenues that do not exceed \$1 million; and 10% of businesses registered in the category of having gross revenues exceeding \$1 million consistent with the standards established at 13 C.F.R. 121.201; and 10% to businesses in either category.

D. Subcontractors:

1. The bidder shall name all subcontractors that will be performing work in any of the trades listed in the Bid Advertisement.
2. All listed subcontractors named in this section must be classified by the Department of the Treasury, Division of Property Management and Construction in all applicable trades; prequalified by the Corporation in all applicable trades; registered with the Department of Labor and registered with the Department of Treasury, Division of Revenue at the time of submission of this bid.
3. If the bidder is properly classified and prequalified, and will be performing work in these trades with its "own forces," so state. Failure to indicate what firms will be performing the work in the trades identified in the Bid Advertisement, may cause the bid to be rejected.
4. The Bidder shall list the SBE status of each subcontractor, if applicable
5. No substitution of subcontractors will be accepted prior to the execution of the contract. Any substitution of subcontractors after the award of contract shall be made only with written approval of the Corporation in accordance with the General Conditions.

GENERAL CONSTRUCTION WORK:

_____	_____
Firm	Address
_____	_____
SBE	DOL Contractor Registration #
_____	Federal I.D. #

STEAM AND HOT WATER HEATING AND VENTILATING APPARATUS WORK

_____	_____	_____
Firm		Address
_____	_____	_____
SRE	DOL Contractor Registration #	Federal I.D. #

PLUMBING AND GAS FITTING WORK:

_____	_____	_____
Firm		Address
_____	_____	_____
SBE	DOL Contractor Registration #	Federal I.D. #

ELECTRICAL WORK:

_____	_____	_____
Firm		Address
_____	_____	_____
SBE	DOL Contractor Registration #	Federal I.D. #

STRUCTURAL STEEL AND MISCELLANEOUS IRON WORK:

_____	_____	_____
Firm		Address
_____	_____	_____
SBE	DOL Contractor Registration #	Federal I.D. #

OTHER TRADE CLASSIFICATIONS NAMED IN BID ADVERTISEMENT (Name Trade Classification): _____

_____	_____	_____
Firm		Address
_____	_____	_____
SBE	DOL Contractor Registration #	Federal I.D. #

OTHER TRADE CLASSIFICATIONS NAMED IN BID ADVERTISEMENT (Name Trade Classification): _____

_____	_____	_____
Firm		Address
_____	_____	_____
SBE	DOL Contractor Registration #	Federal I.D. #

E. Price

1. The undersigned, as Bidder, declares:

- That this Price Proposal is made, without collusion with any other person, firm or corporation;
- That the bidder has carefully examined the form of the Project Manual, Contract, Instructions to Bidders, Addenda, Specifications, Plans and all other Contract Documents;
- That the bidder has carefully examined the locations, conditions and classes of material for the proposed work; and
- That the bidder agrees that it will provide all necessary machinery, tools, apparatus and other means of construction and will do all work and furnish all the materials called for in the Contract Documents in the manner therein prescribed.

2. In submitting this Price Proposal, the Bidder agrees:

- That the Corporation has the right to reject this Price Proposal in accordance with the Instruction to Bidders.
- To hold this Price Proposal open for a period of sixty (60) calendar days from the date of the public opening and reading of the Price Proposals, unless this time period is extended by mutual agreement of the bidder and the Corporation.
- To accomplish the work at the price bid, in accordance with the Contract Documents.

3. Base Price:

Total amount for the furnishing of all labor, materials, services, equipment and appliances required in conjunction with and properly incidental to all work, in conformance with all Contract Documents. **The price of allowances listed in the Specifications and by Addendum (a) must be included in the Base Price.**

In case of a discrepancy between the amount shown in words and the amount shown in figures, the amount shown in words shall govern.

THE PUBLIC OPENING AND READING OF PRICE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE CONSTRUED AS AN ACCEPTANCE OR REJECTION OF ANY BID SUBMITTED.

TOTAL PRICE: _____
(In Words)

\$ _____
(In Figures)

Broken down as follows:

School: _____ \$ _____

School: _____ \$ _____

School: _____ \$ _____

4. Alternates:

Refer to the Specifications and/or Addenda (um) for the list of Alternates, if any

For each listed Alternate, the bidder shall:

1. Identify specifically the alternate to be addressed under the column entitled "Alternates". Said identification shall be the name or number of the alternate;
2. Fill in the amount bid for the Alternate in the column entitled "Price" in the appropriate space opposite the "Alternate" column and indicate if this price is a decrease alternate by using the symbol "-" or an increase alternate using the symbol "+". If the alternate is chosen, increase alternates will increase the base bid by the amount indicated, decrease alternates will result in a reduction of the base bid by the amount indicated;
3. If no change in the bid amount is required, the Bidder must indicate "No Change" or "\$0 dollars" in the price column.

<u>Alternate</u>	<u>Price</u>
_____	_____
_____	_____
_____	_____

5. Bid Bond

The bidder shall attach to this Price Proposal a Bid Bond, having a value of ten percent (10%) of the total base bid amount. Bid Bonds shall be returned to all unsuccessful Bidders.

6. Addenda

The bidder acknowledges receipt and incorporation into this bid of the following Addenda:

Number: _____

Dated: _____

F. CERTIFICATION

The bidder hereby certifies to the best of its knowledge and belief and under penalty of perjury under the laws of the United States and the State of New Jersey:

1. That all information provided herein is accurate and truthful.
2. That an affirmative action program of equal employment opportunity, in support of P.L. 1945, c. 169, the New Jersey "law against discrimination," as supplemented and amended **has** been adopted by this organization to ensure that applicants are employed and employees are treated

without regard to their race, creed, color, national origin, sex or age, and that the selection and utilization of contractors, subcontractors, consultants, materials suppliers and equipment lessors shall be done without regard to their race, creed, color, national origin, sex or age. Said affirmative action program addresses both the internal recruitment, employment and utilization of minorities and the external recruitment policy regarding minority contractors, subcontractors, consultants, materials suppliers and equipment lessors.

3. That the bid has been executed with full authority to do so; that the bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with these projects; and that all statements contained in this bid and in this certification are true and correct and made with full knowledge that the NJSCC relies upon the truth of the statements contained in this bid and in the statements contained in this certification in awarding the contract for the projects.
4. That neither the bidder nor its principals:
 - A. are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from bidding or contracting by any agency of government including but not limited to federal, state, regional, county or local government agency, in this or any other state including any department, division, commission, authority, office, branch, section and political subdivision or other governmental or quasi-governmental entity;
 - B. have, within a three-year period preceding this bid, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public federal, state or local contract ; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. are currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
 - D. have, within a three-year period preceding this bid, had one or more public contracts (federal, state or local) terminated for cause or default.
5. The bidder has a current, valid registration issued pursuant to the "Public Works Contractor Registration Act. "P.L. 1999, c. 238 (c. 34:11-56.48 et. seq)".
6. The bidder has a current, valid Business Registration Certificate for State Agency and Casino Service Contractors issued by the NJ Department of Treasury to perform work in New Jersey.
7. The Bidder has current, valid contractor or trade licenses and permits required under applicable New Jersey law for any trade or specialty area in which the firm seeks to perform work.
8. During the term of construction of the project(s) that comprise this package, the contractor will have in place a suitable quality control and quality assurance program and an appropriate safety and health plan.
9. The amount ~~of~~ the Price Proposal and the value of the Bidder's outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.
10. Where the bidder is unable to certify to any of the statements in this certification, the bidder shall explain below.

IN WITNESS WHEREOF, the bidder has caused this instrument to be signed, attested to and sealed.

Bidder: _____

(Legal Firm Name)

By: _____

(Signature)

(Printed or Typed Name)

Title: _____

Address: _____

Telephone No. _____

Fax No. _____



Witness: _____

Printed or Typed Name: _____

Date: _____

END OF PRICE PROPOSAL

STATEMENT OF JOINT VENTURE

STATE OF NEW JERSEY

SS:

COUNTY OF

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The Contractors under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute the statement of joint venture in their names and on behalf of such contractors for the purposes herein further set forth.

2. The following named Contractors:

(a) _____
() Individual () Partnership () Corporation

(b) _____
() Individual () Partnership () Corporation

(c) _____
() Individual () Partnership () Corporation

each of whom is classified by the Department of the Treasury, Division of Property Management and Construction and the New Jersey Schools Construction Corporation ("NJSCC") to bid for NJ school construction work, have entered into a joint venture for the special purpose of carrying on the work and improvement hereinafter described.

3. Under the provisions of such joint venture, the assets of each of the contractors named in paragraph 2 hereof, **and** in case any Contractor so named above is a partnership, the **assets** of the individual **members** of such partnership will be available for the performance of such joint venture and **liable** therefore and for all obligations incurred in connection therewith.

4. The assets and liabilities of the named Contractors for whom we respectively execute **this** Statement of Joint Venture are now substantially the same as set forth in their most recent classification applications.

5. This Statement of Joint Venture is executed so that the named Contractors may, under such joint venture, bid upon the work and improvement herein mentioned and they may, if the successful bidder therefore, be awarded the contract for such work and improvement. Any bid, bond and contract relating to the work and improvement hereinafter specified shall be executed **by** any person authorized to bind any Contractor to this joint venture, and when so executed, shall bind this joint venture and each and every Contractor named herein, severally and jointly, **simultaneous** with the execution of the contract. The joint ventures shall designate and appoint a project supervisor to act **as** their true and lawful agent with full power and authority to **go** and perform any and all acts or things necessary to carry out the construction work **set** forth in said contract.

TO BE EXECUTED BY EACH JOINT VENTURER

**AUTHORIZATION AND DESIGNATION OF RESPECTIVE AFFILIANTS TO THE STATEMENT OF JOINT VENTURE HERETO AT
TO ACT FOR AND ON BEHALF OF THE CONTRACTORS NAMED IN PARAGRAPH 2 THEREOF:**

(a) _____ HEREBY CERTIFIES THAT
(Name of Contractor)

_____ HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)

TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED REPRESENTATIVES OF

_____ FOR THE SPECIAL PURPOSE THEREIN EXPRESSED
(Name of Contractor)

ATTEST _____
(CORPORATE SEAL REQUIRED IF CORPORATION)

(b) _____ HEREBY CERTIFIES THAT
(Name of Contractor)

_____ HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)

TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED **HERETO** AS THE AUTHORIZED REPRESENTATIVES OF

_____ FOR THE SPECIAL PURPOSE THEREIN EXPRESSED
(Name of Contractor)

ATTEST _____
(CORPORATE SEAL REQUIRED IF CORPORATION)

(c) _____ HEREBY CERTIFIES THAT
(Name of Contractor)

_____ HAS BEEN **AND** IS HEREBY EMPOWERED
(Name of Representative)

TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED REPRESENTATIVES OF

_____ FOR THE SPECIAL PURPOSE THEREIN EXPRESSED
(Name of Contractor)

ATTEST _____
(CORPORATE SEAL REQUIRED IF CORPORATION)

STATEMENT OF JOINT VENTURE (Continued)

6. The work and improvement for which this joint venture has been entered into is identified as:

BIDS TO BE RECEIVED ON _____, 20____

Subscribed and sworn to before me

this _____ day of _____ (a) _____
_____, 20____ (Name of Contractor)

BY _____
(Also type or print name of signer)

Subscribed and sworn to before me

this _____ day of _____
_____, 20____ (Name of Contractor)

BY _____
(Also type or print name of signer)

Subscribed and sworn to before me

this _____ day of _____ (a) _____
_____, 20____ (Name of Contractor)

BY _____
(Also type or print name of signer)

NJSCC TOTAL AMOUNT OF UNCOMPLETED WORK

I certify that the amount of uncompleted construction work (defined as the total contract value of unbilled work - including public and private) as of the bid due date is \$ _____

A firm may **exclude** from "uncompleted construction work" the following:

- "Non at-Risk" construction management services (also known as "fee only" construction management services) where the firm is acting strictly as an agent for the owner.
- On any project where the firm was awarded a single prime contract which **encompasses** work to be performed by a subcontractor in a principal trade defined as plumbing and gas fitting; steam and hot water heating and ventilation; electrical; or structural steel and ornamental iron work, the firm may calculate the value of the awarded contract by deducting **85 %** of the actual subcontract price of the work to be performed by principal trade(s) **from** the actual price of the contract awarded to it. The firm will have the burden of proving that the work is encompassed by the principal trades and the value of the amount of work performed by those principal trades.

I further certify that the amount of this bid proposal, **including** the amount listed above does not exceed my New Jersey Schools Construction Corporation, Aggregate Rating limit.

Respectfully submitted,



By: _____
Name of Firm

Signature

Title

Business Address

Telephone

Date: _____

BID BOND

Bond No. _____

WHEREAS,

as Principal, **has** submitted the accompanying bid to the New Jersey Schools Construction Corporation ("NJSCC"), One W. State Street, Trenton, New Jersey 08625, second **floor**, in response to the NJSCC's advertisement for bids for

Contract #:

Contract Name:

Whereas, Principal is required to furnish this Bid Bond as a condition of the NJSCC's acceptance of Principal's bid.

NOW, THEREFORE, Principal and _____, a corporation duly organized under the laws of the State of _____, **as** Surety, are held and firmly bound unto the NJSCC, in the sum of 10% of the accompanying bid, for the payment of which sum well and truly to be made, the Principal and the Surety firmly **bind** themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS **SUCH** THAT if the principal is awarded the Contract, and the Principal, within the time required by the Contract Documents, enters into the Contract and executes and delivers to the Corporation such payment and performance bonds and other documents as are required as conditions precedent by the **Instructions** to Bidders and other Contract Documents, then **this** obligation shall be void; otherwise, the Principal and Surety shall pay to the Corporation the difference in money between the amount of the bid of the principal and the amount for which the Corporation legally contracts with another party to perform the Work if the **latter** amount **is** in excess of the former, but in no event will liability hereunder exceed the penal **s um** hereof.

No extensions of the time for receipt of the Principal's bid or award of the Contract shall in any way reduce, limit or otherwise affect the obligations of the Principal and Surety under this Bid Bond. The Surety waives notice of any such extensions of time.

Principal:

By: _____

Name: _____

Title: _____

Affix
Corporate
Seal

Witness

Printed or Typed Name

Surety:

By: _____

Name: _____

Title: _____

Affix
Corporate

Witness

Printed or **Typed** Name

SAMPLE FORMS

The following is a list of forms provided for informational purposes only. At this time, **DO NOT** complete **and** submit them with your bid. The actual **forms** will be mailed with **the** Notice of Award letter to the successful bidder.

- Payment Bond Form
- Performance Bond Form
- NJSCC Insurance Certificate Form
- Integrity Affidavit
- Disclosure to Unit of Fiscal Integrity General Consent and Waiver Form
- Contract Form
- **AA-201** Initial Project Workforce ~~Report~~ – Construction

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as **PRINCIPAL** and _____
with underwriting office at _____
to which **all** communication in regard to this bond should be addressed, a corporation organized and
existing under the laws of the State of _____ and duly authorized to do business in the state
of New Jersey, as SURETY, are hereby held and firmly bound unto the State of New Jersey in the penal
sum of _____

for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors, and assigns.

SIGNED and SEALED this _____ day of _____, two thousand and _____

THE CONDITION OF THE ABOVE **OBLIGATION** IS SUCH THAT, WHEREAS, the above
named Principal **has** been awarded a contract identified as:

_____ which said contract, upon execution by the New Jersey Schools Construction Corporation, and the
Principal, will be a part of this bond the same **as** though set forth herein.

Now, if the said Principal shall pay all lawful claims of beneficiaries as defined by N.J.S.2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implement or machinery furnished, used or consumed in carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.2A:44-143 having a just claim, **as well as** for the party of the first part mentioned in the contract aforesaid; then this obligation shall be void; otherwise the same shall **remain in full** force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said **Surety** hereby stipulated and agrees ~~that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans or specifications therefore, shall in anyway affect the obligations of said Surety on its bond.~~

Principal:

By:

Name:

Title:

Witness

Printed or Typed Name

Affix
Corporate
Seal

Surety:

By:

Name:

Title:

Witness

Printed or Typed Name

Affix
Corporate
Seal

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
as PRINCIPAL and _____
with underwriting office at _____
to which all communication in regard to this bond should be addressed, a corporation organized and
existing under the laws of the State of _____ and duly authorized to do business in the state of
New Jersey, as SURETY, are hereby held and firmly bound unto the State of New Jersey in the penal sum
of _____, for
payment of which well and truly to be made, we hereby jointly and severally bind ourselves,
our heirs, executors, administrators, successors, and assigns.

SIGNED and SEALED this _____ day of _____ two thousand and _____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above
named Principal has been awarded a contract identified as:

_____ which said contract, upon execution by the New Jersey Schools Construction Corporation, and the
Principal, will be a part of this bond the same as though set forth herein.

Now, if the said Principal shall well and faithfully do and perform each and every, all and
singular, the things agreed by it (or them) to be done and performed according to the terms of said
contract, then this obligation shall be void; otherwise the same shall remain in full force and effect; it
being expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulated and agrees that no modifications, omissions or additions in or to
the terms of the said contract, or in or to the plans or specifications therefore, shall in anyway affect the
obligations of said Surety on its bond.

Principal

By: _____

Name: _____

Title: _____

Witness

Printed or Typed Name

Affix
Corporate
Seal

Surety:

By: _____

Name: _____

Title: _____

Witness

Printed or Typed Name

Affix
Corporate

Dated: 11/10/03

NJSCC
FB-I

NJSCC INSURANCE CERTIFICATE

This is to certify that the policies listed below have been **issued** for the policy and period indicated in compliance with New Jersey Schools Construction Corporation Contract Documents.

Insured: _____

Address: _____

Project Name: _____

SCC Project Number: _____ Location: _____

A COMMERCIAL GENERAL LIABILITY INSURANCE (Broad Coverage) Company Providing Coverage: _____ Policy Number: _____ Effective Date: _____ Expiration Date: _____ Limit of Liability: _____ \$ _____ per occurrence \$ _____ annual aggregate Combined Single Limit (B.I. & P.D.) Retained Amount (Deductible): \$ _____ This policy names the NJSCC and the State and their respective officers, employees and agents as additional insureds <input type="checkbox"/> Yes <input type="checkbox"/> No Also named as additional insured for this coverage: _____ Endorsements <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Underground Explosion & Collapse Hazard <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Broadform Property Damage <input type="checkbox"/> Premises Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE Company Providing Coverage: _____ Policy Number: _____ Effective Date: _____ Expiration Date: _____ Limit of Liability: _____ \$ _____ per Occurrence Combined Single Limit (B.I. & P.D.) This policy names the NJSCC and the State and their respective officers, employees and agents as additional insureds <input type="checkbox"/> Yes <input type="checkbox"/> No Also named as additional insured for this coverage: _____ Type of Coverage <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Hybrid Autos <input type="checkbox"/> Non-owned Autos C OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE Company Providing Coverage: _____ Policy Number: _____ Effective Date: _____ Expiration Date: _____ Limit of Liability: _____ \$ _____ per Occurrence \$ _____ annual aggregate Combined Single Limit (B.I. & P.D.) Retained Amount (Deductible): \$ _____ This policy names the NJSCC and the State and their respective officers, employees and agents as additional insureds <input type="checkbox"/> Yes <input type="checkbox"/> No Also named as additional insured for this coverage: _____ _____ _____ _____
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D WORKERS' COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE Company Providing Coverage: _____ Policy Number: _____ Effective Date: _____ Expiration Date: _____ NJ statutory Provisions <input type="checkbox"/> Yes <input type="checkbox"/> No Limit of Liability: _____ \$ _____ Each accident \$ _____ Disease, each employee \$ _____ Disease, policy limit E EXCESS LIABILITY (UMBRELLA) Company Providing Coverage: _____ Policy Number: _____ Effective Date: _____ Expiration Date: _____ Limit of Liability: _____ \$ _____ each occurrence \$ _____ annual aggregate Combined Single Limit (B.I. & P.D.) Retained Amount (Deductible): \$ _____ Underlying insurance covered by umbrella policy: 4 (above) _____ B (above) _____ This policy names the NJSCC and the State and their respective officers, employees and agents as additional insureds <input type="checkbox"/> Yes <input type="checkbox"/> No Also named as additional insured for this coverage: _____ _____ _____ _____ F BUILDER'S RISK INSURANCE (List Coverage) G POLLUTION LIABILITY INSURANCE (List Coverage) CERTIFICATE HOLDER: New Jersey Schools Construction Corporation 1 West State Street P.O. Box 991 Trenton, NJ 08625-0991 CERTIFICATION ON FOLLOWING PAGE MUST BE SIGNED
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CERTIFICATION

I hereby certify that I am an authorized representative and agent of each of the insurance companies listed on this insurance certificate. I further certify that the policies listed have been issued to the insureds and are in forces at this time. All listed policies have been endorsed to include the companies' obligation to provide 30 days written notice to the certificate holder named on the front of this certificate in the event of cancellation or non-renewal. I have read and understood all of the insurance requirements of the contract and further certify that the insurance policies listed in the insurance certificate fully comply with the insurance requirement of the contract as listed in Article 8 of the General Conditions as supplemented by Article 8 of the Supplementary Conditions and all addenda.

Name of Issuing Agency

Original Signature of Authorized Representative

Date

Address

Note: If there is a different representative agent for the insurance companies providing insurance for the contract, each agent should sign and submit a separate Insurance Certificate and Certification for the appropriate insurance company(ies) represented. Proof of other insurance required by the contract and not listed on the Certificate must be submitted separately.

INTEGRITY AFFIDAVIT

Contract #:

STATE OF NEW JERSEY)

} ss.

COUNTY OF _____ }

I, _____, of the City of _____, in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath, depose and say that I ~~am~~ _____ of the firm of _____, (the "Contractor"); that my firm has been awarded the Contract with the New Jersey Schools Construction Corporation (the "NJSCC"); that I execute this Contract of which this Affidavit is a part, with full authority to do so; that terms not otherwise defined herein shall have the meaning ~~as~~ set forth in such Contract; AND

NO GRATUITIES

I SWEAR AND AFFIRM that the Contractor has not ~~offered~~ or tendered the payment of any fee, commission or compensation of any kind or the granting of any ~~gift~~ or gratuity of any kind, either directly or indirectly, whether or not in connection with the purchase, sale, or contract, to any person in the employ of the NJSCC or the State of New Jersey having any duties or responsibilities in connection with the purchase or acquisition of any property or services by the NJSCC or State of New Jersey, by or on behalf of any seller, supplier or provider of services, who has made, negotiated, solicited or ~~offered~~ to make any contract to ~~sell~~ or furnish real or personal property or services to the NJSCC or the State of New Jersey. I further understand that it is a violation of law to offer, pay, or give to any employee of the NJSCC or the State of New Jersey any fees, commission, compensation, ~~gift~~ or gratuity for or because of any official act or a violation of any official duty. Any person who does so may be subject to punishment; AND

NO COLLUSION

I SWEAR AND AFFIRM that the Contractor has not directly or indirectly, entered into any contract or agreement, participated in any collusion, bid rigging or otherwise taken any action in restraint of free, competitive bidding in connection with the contract; that the prices in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition; that the prices have not been knowingly disclosed directly or indirectly by the Contractor to any other bidder, unless otherwise required by law; that no attempt has ~~been~~ made by the Contractor to induce any other person or business entity to submit or not submit a bid for the purpose of restricting competition; AND

NO DISCRIMINATION

I SWEAR AND AFFIRM that the Contractor will not discriminate against any employee or applicant for employment because of age, ~~race~~, creed, color, ~~national origin~~, ancestry, marital status, gender or sexual or affectional orientation and has complied and will continue to comply with all State and Federal laws and Executive Orders respecting non-discrimination; AND

PREVAILING WAGE

I SWEAR AND **AFFIRM** that the Contractor shall comply with the New Jersey Contractor Registration Act, Public Laws 1999, Chapter 238 and the New Jersey Prevailing Wage Act, Laws of 1963, Chapter 150, and all amendments thereto, with respect to the Contract **and** any other contracts related to school construction ~~entered~~ into on behalf of the NJSCC or the State of New Jersey, except those contracts not within the contemplation of these **acts**; AND

I SWEAR AND **AFFIRM** ~~that~~ all statements contained in the Contractor's Project Rating Proposal and Price Proposal and this Affidavit ~~are true and correct~~; and all such statements have been made with full knowledge that the Corporation relies upon the truth of the statements contained in the Proposals and in this Affidavit in executing the Contract.

Sworn and subscribed to before me

this ____ day of _____, 200__.

Signature of Principal

Printed or ~~Typed~~ Name

Title

Notary Public of

My commission expires: _____, 200__.

- B. The Contractor agrees to allow the Unit upon request, at all reasonable times, to *inspect* and photocopy any and all of the documents described above that are in its possession ~~or~~ custody, or ~~are~~ subject to its control. The Contractor agrees to make the requested documents available for inspection and photocopying within the State of New Jersey, regardless of where those documents ~~are~~ located prior to inspection.
- C. The Contractor ~~further~~ certifies that there have been no changes in circumstance, conditions or status of the Contractor's classification with the New Jersey Department of the Treasury, Division of Property Management and Construction ("DPMC") or the Contractor's pre-qualification with the New Jersey Schools Construction Corporation (the "NJSCC") since the latest classification and registration applications were filed by the Contractor with DPMC and the NJSCC.
- D. The Contractor certifies that any change in the information provided by the Contractor in the classification and pre-qualification applications currently on file with the NJSCC and DPMC will be immediately reported to the NJSCC and DPMC.
- E. The Contractor certifies that it shall immediately notify the NJSCC and the Unit of **Fiscal Integrity** (PO **Box 063**, Trenton, NJ 08625) if any director, partner, officer, employee of the Contractor or any shareholder **owning** 5% or more of the Contractor's stock
1. **Is** the subject of investigation involving any violation of **criminal** law or other federal, **state**, or local law or regulation by any governmental agency, or
 2. **Is** arrested, indicted or named **as** an **unindicted** co-conspirator in any indictment or other accusatory instrument; or
 3. **Is** convicted of any crime under state or federal law, or of any disorderly **persons** offense or **misdemeanor** involving a business related offense.
- F. The Contractor hereby waives any objection it might ~~otherwise raise~~ **permitting** the Unit to investigate, examine and inspect all activities related to the Contract pursuant to Public **Law** 2000, Chapter 72, Section 70. The Contractor further releases and holds **harmless** the Inspector General and his authorized ~~representatives~~, the NJSCC and the State of New Jersey.
- G. The Contractor ~~hereby~~ swears and **affirms** that all statements contained in the Contractor's Project Rating Proposal and Price Proposal and in **this** waiver and consent ~~are true~~ and correct, and **made** with full knowledge that the NJSCC relies upon the truth of the statements contained in the Proposals and in **this** waiver and consent in executing the Contract.

Sworn and subscribed to before me
this _____ day of _____, 200__.

Signature of Principal

Notary Public of _____
My commission expires: _____, 200__.

Print or Type Name

Title

CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ **2003**, between the New Jersey Schools Construction Corporation (Corporation), a subsidiary of the New Jersey Economic Development Authority, and _____ (Contractor) with a principal office location at _____. Capitalized terms **shall** have the meanings ascribed to them in the General Conditions and elsewhere in the Contract Documents, unless the context indicates otherwise.

WITNESSETH, that the Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Corporation, hereby covenant and agrees to **do** and **perform** all of the Work to be done and performed in accomplishing the Acceptance and Final Acceptance and Completion of the School Facilities Project identified as:

Contract Number: _____

Contract Name: _____

in strict and entire conformity with the General Conditions, **Supplementary** Conditions, Plans, Specifications and all other Contract Documents, which Contract Documents are hereby made **part** of **this contract** as fully and with the same effect as if the same had **been** set forth at **length** in the body of this contract.

Provided that the Contractor strictly and completely **performs** all of the Work and **all** other obligations under the Contract Documents, and subject only to such increases or decreases as are effectuated by Change Order or **as** otherwise provided in the Contract Documents, the Corporation will pay the Contractor the sum of _____ \$ _____).

ADDRESS FOR GIVING NOTICES:

New Jersey Schools Construction Corporation

Managing Director of School Design &
Construction

Attn: Mr. Donald E. Moore

One West State Street

Post Office **Box** 991

Trenton, **NJ 08625-0991**

ADDRESS FOR GIVING NOTICES:

